Inspired Pursuits, LLC
6300 Enterprise Ln
Madison, WI 53719
info@inspiredpursuitsllc.com
608-217-3712

June 13, 2024

Mr. Stephen E. Kabakoff
Miller & Martin, PLLC
1180 W. Peachtree St., NW, Ste 2100
Atlanta, GA 30309-7706
Via Email at stephen.kabakoff@millermartin.com and Deloris.Lanus@millermartin.com

Dear Stephen:

Thank you for the following email:

> **From:** Stephen Kabakoff <Stephen.Kabakoff@millermartin.com>
> **Sent:** Tuesday, June 11, 2024 5:53 PM
> **To:** Kirk Grundahl <kgrundahl@qualtim.com>
> **Subject:** RE: Paragon Component Systems, LLC **-** Point of View of Inspired Pursuits, LLC
>
> Hi Kirk,
>
> We appreciate your providing additional information on your positions and helping us understand your perspectives. I forwarded your letter yesterday to our client and we are still coordinating with him about whether your last letter may necessitate us to update how we would like to respond.
>
> Your letter yesterday also refers to new terminology, such as "G2 Connect" (on page 1), a "structural component (SC) industry supplier oligopoly" (on page 2), and "the Truss Plan business model" (on page 3). Would you be willing to please explain these references? For instance, who are you referring to as the structural component oligopoly and what are their "golden handcuff tools" that you reference? Are you including Paragon's Truss Software in these tools? How is G2 Connect relevant to Paragon's Truss Software?
>
> Also, it would be helpful if you could please identify any specific documents that you are relying upon. For example, when you mention the "Truss Pal business model," is there any specific document(s) (other than your March 2024 memorandum) that describes what you are referencing? I have the same question regarding your reference to a "Paragon-Clearspan-Qualtim-Truss Pal Business Roadmap" (on page 3).
>
> You also make defamation allegations for the first time in your letter yesterday (on page 5). We disagree. However, please let me know if there are any specific instances of alleged defamation so we may investigate them.
>
> Thank you in advance for your clarifications.
>
> Best regards,
> Stephen

I sincerely appreciate our exchanges of information as well. Clearly, there has been confusion over facts that I am intimately aware of, and it appears most are not as familiar as Dan, Suzi and I were and obviously are. This depth of knowledge does cause a bit of frustration and lack of patience on my part, given that I'd personally much prefer to be working hard to build a great "Clearspan Components, Inc. (CCI)-DrJ Engineering, LLC (DrJ)-Center for Building Innovation (CBI)-Support by Paragon-team" which has the unique ability to create an exclusive and highly profitable business. Focusing on exchanging information, as we have been, takes time and resources away from this endeavor and my fiduciary responsibilities.

The saving grace in this is that Suzi and I have become more in tune with Dan's profound wisdom with respect to how Inspired Pursuits, LLC (IP-LLC) was structured so that his passion for the success of this team could be realized. Seeing this success through, on behalf of Dan and his legacy, is a focus and passion for us.

The past confusion is centered upon the fact that the owner of all intellectual property (IP) and trade secrets (TS), which are the key business ingredient of the math, data processing tool and program that directs a computer, is IP-LLC. Consequently, if your client does not agree that Paragon works at the behest of IP-LLC, your client needs to provide direct evidence that this is not the case, as IP-LLC has direct evidence that this is the case.

In simple terms, this is the fundamental ownership principle which, presumably, your client does not agree with. To repeat stridently, it is essential that your client has substantive direct evidence, contrary to IP-LLC direct evidence, which supports his yearning for what he assumes Paragon was created to be.

Based upon your May 23, 2020 letter and subsequent emails, and the questions contained in each of them, it appears necessary to define via a summary of IP-LLC stipulations that are backed up facts through direct evidence, IP-LLC

EXHIBIT I

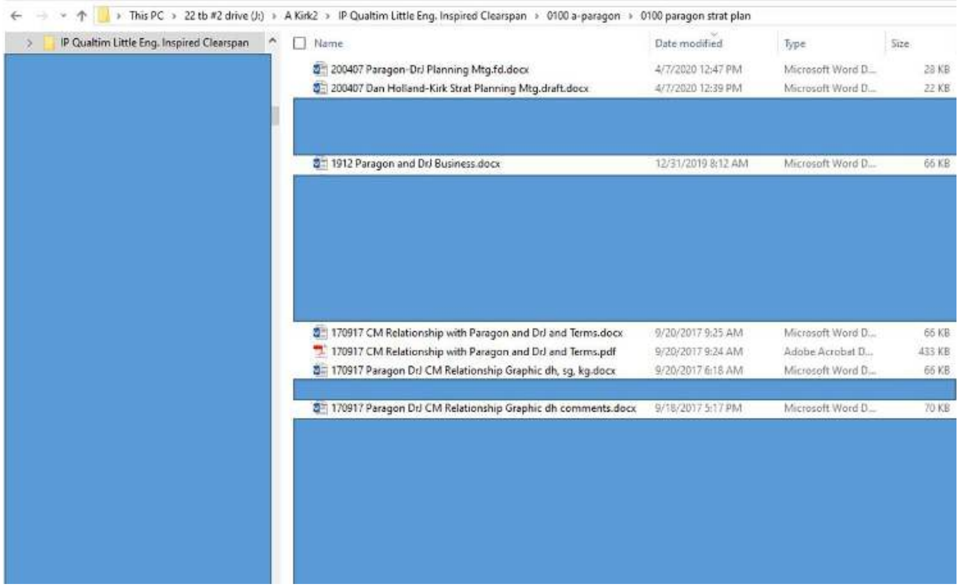
requested questions to be addressed, and IP-LLC requested actions to be taken.

Reiterated Stipulations

1. Inspired Pursuits, LLC, (IP-LLC), as has been consistently stated, owns a wide array of IP and TS along with a strategic and tactical plan to deploy those assets.
    a. The members and managers of IP-LLC are found in Appendix A.
    b. Important questions follow:
        i. How many IP-LLC meetings of the IP-LLC managers did your client attend?
        ii. If your client did not attend any IP-LLC meetings, how can there be any dispute with IP-LLC?
        iii. Furthermore, this leads to a question about an ability to have any direct evidence that would contradict what the members and managers of IP-LLC know to be true.
2. Qualtim, Inc. is an independent general management, consulting and forensic engineering business owned and operated by Suzi and Kirk Grundahl.
3. DrJ Engineering, LLC (DrJ) is a professional engineering company owned and operated by Kirk Grundahl, who is a professional engineer licensed in 47 states.
4. Center for Building Innovation (CBI) is an ANAB ISO/IEC 17025 testing and ISO/IEC 17020 inspection approved agency owned and operated by Suzi and Kirk Grundahl.
5. Each of the foregoing businesses have their own IP and TS. Where appropriate, each has collaborated closely with IP-LLC to advance the utilization of IP-LLC's IP and TS, along with the team's best interests. Our fiduciary responsibility is focused upon serving the best interests of IP-LLC and each team member.
6. Paragon is a math, data processing tool, and program that directs a computer so that the IP and TS of IP-LLC can be efficiently utilized to support the use of that IP and TS to create economic value for the team described above.
7. CCI is a structural building component manufacturer that sells products that utilize IP-LLC IP and TS, which assuredly places CCI in a position of unique competitive advantage over all other structural building component manufacturers in all markets that IP-LLC, in concert with this team, desires to serve, currently and well into the future.

Related Questions and Additional Direct Evidence

1. What discussions and work was IP-LLC undertaking, in September 2017, regarding deployment of IP-LLC assets through Paragon/DrJ? What was the IP-LLC vision, mission, strategic and tactical plan at that time?


This PC › 22 tb #2 drive (J:) › A Kirk2 › IP Qualtim Little Eng. Inspired Clearspan › 0100 a-paragon › 0100 paragon strat plan
IP Qualtim Little Eng. Inspired Clearspan
Name
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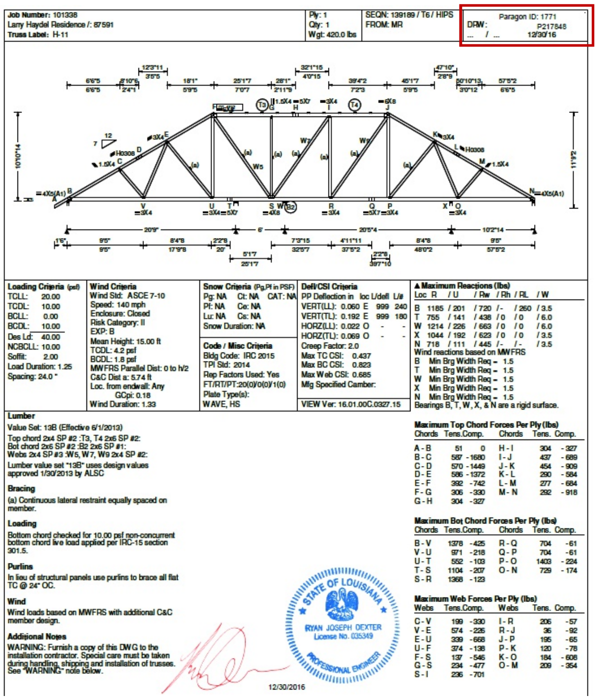
Size
200407 Paragon-DrJ Planning Mtg.fd.docx 4/7/2020 12:47 PM Microsoft Word D... 28 KB
200407 Dan Holland-Kirk Strat Planning Mtg.draft.docx 4/7/2020 12:39 PM Microsoft Word D... 22 KB
1912 Paragon and DrJ Business.docx 12/31/2019 8:12 AM Microsoft Word D... 66 KB
170917 CM Relationship with Paragon and DrJ and Terms.docx 9/20/2017 9:25 AM Microsoft Word D... 66 KB
170917 CM Relationship with Paragon and DrJ and Terms.pdf 9/20/2017 9:24 AM Adobe Acrobat D... 433 KB
170917 Paragon DrJ CM Relationship Graphic dh, sg, kg.docx 9/20/2017 6:18 AM Microsoft Word D... 66 KB
170917 Paragon DrJ CM Relationship Graphic dh comments.docx 9/18/2017 5:17 PM Microsoft Word D... 70 KB

2. IP-LLC's vision, mission, strategies and tactics have evolved since 2017 with respect to IP-LLC's asset utilization and deployment, pursuant to greater market understanding. However, the fundamental concepts surrounding deployment of the vision, mission, strategies, tactics and assets have not changed.
3. On Tuesday, May 29, 2018 from 12:00 pm to 5:00 pm, followed by dinner at Otto's and then reconvening on Wednesday May 30, 2018, the following meeting was held. This meeting was part of the IP-LLC IP and TS

development that would be integrated into the ongoing vision, mission, strategies and tactics specific to that time.

Meeting Agenda

1. Welcome – Any meeting overview items?
2. Introductions and Review agenda and make any needed changes
3. Opening comments and guidance.
   a. Dan Holland – Paragon
   b. April Burt – Simpson Strong-Tie
   c. Kirk Grundahl – DrJ
4. Truss Analysis topics of mutual concern
   a. Modeling and joint plating considerations
      i. Analog Modeling
      ii. Moment Transfer at joints of "Gable End" Trusses.
         1. Should Webs be pinned or fixed?
      iii. Moment transfer at heel joints and pitch breaks.
      iv. Moment transfer at complex joints. i.e. "K" web at studio vaults. Heel joints with top chord slider.
      v. Sliders and Wedges
      vi. Heel plating for joints with long scarf cuts – minimum scarf coverage.
      vii. Heel joints – accounting for raised-heel eccentricity
      viii. Using the heel increase factor vs. the Bending capacity modification factor
      ix. Combining or merging joints – plating two joints with one plate.
      x. Using full plate design values for 10 degree rotation checks (Cq=1.00).
      xi. Shallow Webbing
      xii. Modeling of bearings near a bottom chord splice. Example Files
      xiii. Purlin spacing determination, particularly on Agricultural trusses.
      xiv. How do we calculate the minimum required Purlin Spacing and CSI's without rerunning the checks?
      xiii. Purlin spacing determination, particularly on Agricultural trusses.
      xiv. How do we calculate the minimum required Purlin Spacing and CSI's without rerunning the checks?
      xv. Discuss effective buckling length for members that are not rigidly connected at the ends. Example, one end of the chord member is at a pitch break, and is not modeled with a rigid connection.
   b. Bearing considerations
      i. Top Chord Bearing
         1. SBCA TC bearing testing usage.
   c. AG Truss – discuss the use of IBC live load reductions vs. IRC live load reductions for pitch and area. IRC is more lenient and is intended to protect occupants.
   d. Competitor reactions & differences.
5. Potential testing to validate moment transfer approach.
   a. Heel Joints
   b. Splice Joints
   c. Hip Pitch Breaks
   d. Web to chord
6. Areas of collaboration and next steps
7. SBCRI Tour
8. Other discussion items of interest, TPI, QC/QA, SBCA, SBC Magazine, BCMC, etc.
9. Adjourn



Job Number: 101338
Larry Haydel Residence /: 87591
Truss Label: H-11
Ply: 1
Qty: 1
Wgt: 420.0 lbs
SEQN: 139189 / T6 / HIPS
FROM: MR
Paragon ID: 1771
DRW: P217848
... / ... 12/30/16

Loading Criteria (psf)
TCLL: 20.00
TCDL: 10.00
BCLL: 0.00
BCDL: 10.00
Des Ld: 40.00
NCBCLL: 10.00
Soffit: 2.00
Load Duration: 1.25
Spacing: 24.0 "

Wind Criteria
Wind Std: ASCE 7-10
Speed: 140 mph
Enclosure: Closed
Risk Category: II
EXP: B
Mean Height: 15.00 ft
TCDL: 4.2 psf
BCDL: 1.8 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 5.74 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.33

Snow Criteria (Pg,Pf in PSF)
Pg: NA Ct: NA CAT: NA
Pf: NA Ce: NA
Lu: NA Cs: NA
Snow Duration: NA

Code / Misc Criteria
Bldg Code: IRC 2015
TPI Std: 2014
Rep Factors Used: Yes
FT/RT/PT:20(0)/0(0)/1(0)
Plate Type(s):
WAVE, HS

Defl/CSI Criteria
PP Deflection in loc L/defl L/#
VERT(LL): 0.060 E 999 240
VERT(TL): 0.192 E 999 180
HORZ(LL): 0.022 O - -
HORZ(TL): 0.069 O - -
Creep Factor: 2.0
Max TC CSI: 0.437
Max BC CSI: 0.823
Max Web CSI: 0.685
Mfg Specified Camber:
VIEW Ver: 16.01.00C.0327.15

▲ Maximum Reactions (lbs)

Loc	R	/ U	/ Rw	/ Rh	/ RL	/ W
B	1185	/ 201	/ 720	/ -	/ 260	/ 3.5
T	755	/ 141	/ 438	/ 0	/ 0	/ 6.0
W	1214	/ 226	/ 663	/ 0	/ 0	/ 6.0
X	1044	/ 192	/ 623	/ 0	/ 0	/ 3.5
N	718	/ 111	/ 445	/ -	/ -	/ 3.5

Wind reactions based on MWFRS
B Min Brg Width Req = 1.5
T Min Brg Width Req = 1.5
W Min Brg Width Req = 1.5
X Min Brg Width Req = 1.5
N Min Brg Width Req = 1.5
Bearings B, T, W, X, & N are a rigid surface.

Lumber
Value Set: 13B (Effective 6/1/2013)
Top chord 2x4 SP #2 :T3, T4 2x6 SP #2:
Bot chord 2x6 SP #2 :B2 2x6 SP #1:
Webs 2x4 SP #3 :W5, W7, W9 2x4 SP #2:
Lumber value set "13B" uses design values approved 1/30/2013 by ALSC

Bracing
(a) Continuous lateral restraint equally spaced on member.

Loading
Bottom chord checked for 10.00 psf non-concurrent bottom chord live load applied per IRC-15 section 301.5.

Purlins
In lieu of structural panels use purlins to brace all flat TC @ 24" OC.

Wind
Wind loads based on MWFRS with additional C&C member design.

Additional Notes
WARNING: Furnish a copy of this DWG to the installation contractor. Special care must be taken during handling, shipping and installation of trusses. See "WARNING" note below.

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
A - B	51	0	H - I	304	- 327
B - C	587	- 1680	I - J	437	- 689
C - D	570	- 1449	J - K	454	- 909
D - E	586	- 1372	K - L	290	- 584
E - F	392	- 742	L - M	277	- 684
F - G	306	- 330	M - N	292	- 918
G - H	304	- 327			

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
B - V	1378	- 425	R - Q	704	- 61
V - U	971	- 218	Q - P	704	- 61
U - T	552	- 103	P - O	1403	- 224
T - S	1104	- 207	O - N	729	- 174
S - R	1368	- 123			

Maximum Web Forces Per Ply (lbs)

Webs	Tens.	Comp.	Webs	Tens.	Comp.
C - V	199	- 330	I - R	206	- 57
V - E	574	- 226	R - J	36	- 92
E - U	339	- 668	J - P	195	- 65
U - F	374	- 138	P - K	120	- 78
F - S	137	- 546	K - O	184	- 608
G - S	234	- 477	O - M	209	- 354
S - I	236	- 701			

STATE OF LOUISIANA
RYAN JOSEPH DEXTER
License No. 035349
PROFESSIONAL ENGINEER
12/30/2016

a. What about this agenda, engineering knowledge, testing knowledge and all related information does not confirm what I have previously stipulated?

b. As stated several times, for any professional engineer to sign and seal any document, there has to be engineering knowledge. This knowledge of unique mathematical, physical, engineering science, methods of engineering analysis and understanding of design is then deployed, under direct professional engineering supervision, to create engineering services and innovative engineering works. A simple example of this is a Truss Design Drawing. As has been made clear, without professional engineering supervision of the created engineering services, engineering is performed illegally.

   i. Paragon is simply the math, data processing tool and program that directs a computer, which is needed to transport the innovative engineering knowledge into the team's business model through the strategic deployment of IP-LLC IP and TS.

   ii. I sincerely hope that anyone associated with Paragon, and/or using the Paragon math, data processing tool and program that directs a computer, whom is providing and/or signing and sealing engineering output from Paragon to any other business, is not using any of the IP-LLC and CBI/DrJ IP, TS, testing and engineering knowledge to do so.

1. If this is known to be the case, then Paragon shall immediately fully disclose any such person and/or business upon having this knowledge.

4. The IP-LLC members, with Paragon's Dan Holland taking the lead, held a "Paragon Summit" at 6300 Enterprise, the offices of IP-LLC, Qualtim, DrJ Engineering and Center for Building Innovation (CBI). A two hour meeting was held on Wednesday August 9, 2023 entitled "Paragon Summit – Strategic Session."
   a. Does your client remember the details of that discussion?
   b. If so, what are the details and how do those details provide direct evidence that anything that I have stated previously is untrue?

June 11, 2024 Emailed Questions

1. I'll address the questions in your email above as follows:
   a. Your letter yesterday also refers to new terminology, such as:
      i. "G2 Connect" (on page 1),
      ii. a "structural component (SC) industry supplier oligopoly" (on page 2), and
      iii. "the Truss Plan business model" (on page 3).
      iv. Would you be willing to please explain these references?
      v. For instance, who are you referring to as the structural component oligopoly and what are their "golden handcuff tools" that you reference?
      vi. Are you including Paragon's Truss Software in these tools?
      vii. How is G2 Connect relevant to Paragon's Truss Software?
   b. Answer: If your client cannot provide you with the answers to each of these questions, that would mean that he is completely unaware of or is an adversary with respect to the vision, mission, strategy and tactics of IP-LLC and the team.
2. Also, it would be helpful if you could please identify any specific documents that you are relying upon. For example, when you mention the "Truss Pal business model," is there any specific document(s) (other than your March 2024 memorandum) that describes what you are referencing?
   a. Answer: I believe that I have provided enough of a portion of the direct evidence available to IP-LLC. This information is compatible with and confirms a brief IP-LLC manager discussion regarding the Truss Pal market research initiative. This IP-LLC manager meeting took place on December 6th and 7th, 2023.
   b. The concept behind Truss Pal, as confirmed in a conversation with Matt Van Stelle independently, was and is a market research initiative.
   c. The reason for the March 2024 memorandum was to ensure that it is clear to Paragon/Truss Pal that they could not be using any IP-LLC and DrJ IP and TS. In addition, Paragon/Truss Pal could not legally be selling engineering services for all of the reasons that have been provided herein and elsewhere.

      Both engineering law and the Federal Trade Commission require full and transparent disclosures regarding the services being market researched so that there are no misrepresentations made.
3. I have the same question regarding your reference to a "Paragon-Clearspan-Qualtim-Truss Pal Business Roadmap" (on page 3).
   a. Answer: Same answer as number 2.
4. You also make defamation allegations for the first time in your letter yesterday (on page 5). We disagree. However, please let me know if there are any specific instances of alleged defamation so we may investigate them.
   a. Answer: Several actions that have been taken can easily lead to the logic that false or unjustified injury of the good reputation of another may have taken place.
   b. The only way for me to know for sure would be to converse with individuals directly, outside of the influence of your client.

Conclusion

Finally, as stated previously, and restated here for continuity:

1. If I have to hire legal counsel on behalf of IP-LLC, please know that this will be a very bad day for CCI, Paragon, Dan's family and your client. Nothing good can come from this occurrence for our IP-LLC and associated team.
2. The flashing red-light question before everyone has to be:

Why would Dan Holland (or, given current conditions, his estate [his]) take action to harm the value of his ownership of his two owned companies, CCI and Paragon, when the assets, knowledge, passion, IP and TS, which Suzi, Kirk and Dan had placed into IP-LLC, were intended to add far greater value to CCI and Paragon, and the only way to create this value was through the deployment of a collective team that has total independence, expert management skills, engineering expertise, manufacturing expertise, and the exclusive ability to implement the IP-LLC value?

3. All actions by your client, and/or any team member for that matter, that are contrary to this vision, mission, strategy and tactics do not make sense. What I have said, and what will remain true, include but are not limited to the following items:
    a. The stipulations I have made that are reiterated herein and again in Appendix B.
    b. The demands made and actions to be taken as reiterated in Appendix C.
    c. The demands made and actions to be taken as reiterated in Appendix D.
    d. The demands made and actions to be taken as reiterated in Appendix E.
    e. The demands made and actions to be taken as reiterated in Appendix F.

It is my sincere hope that IP-LLC, along with the expertise of the team, can get back to focusing on the epic success, which Suzi and I personally know is available to this team. As said multiple times now, this is best realized when Paragon stays in its lane and is totally focused upon its role of supporting the team's success. This team success cannot be attained if the significant damage to all past very positive relationships continues.

Please let me know, as soon as reasonably possible, if your client is going to continue to be an adversary to the success of IP-LLC and our established team. Certainly, this decision does not need to take any longer than 5 pm CDT on Monday, June 17, 2024. If actions continue to be adversarial, I will need to hire an attorney and direct all actions to preserve and protect all business interests and assets of IP-LLC, in addition to, and on behalf of, each of the pertinent business interests and assets of our established team. It is conceivable that Qualtim, DrJ and CBI will need to do the same, given the adversarial actions that have been taken with respect to these team members as well.

On the other hand, in the very positive and proactive alternative, if your client is going to take the conclusive action of being in the business of being part of the team that focuses on serving the best interests of deploying the unique and exclusive assets that IP-LLC and the team have, then we will, under the direction of IP-LLC, build a second to none set of businesses. Likewise, I will guide Qualtim, DrJ and CBI in the context of this affirmative action. I sincerely hope affirmation is the outcome of your discussions with your client.

Thank you again for our correspondence.

Respectfully,

Kirk Grundahl

Kirk Grundahl
Manager
608-217-3713

PS Please note that nothing contained in this letter, nor any act or omission to act by IP-LLC is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC may have at law or in equity, and all such rights are expressly reserved.

Appendix A

OPERATING AGREEMENT OF INSPIRED PURSUITS, LLC

The undersigned is the Member-Managed Inspired Pursuits, a limited liability company (the "Company") formed under the laws of the State of Wisconsin. The undersigned hereby adopts the following Operating Agreement and does hereby certify and agree as follows:

I. **NAME**

SECTION 1. The name of the Company is Inspired Pursuits, LLC. The business of the Company may be conducted under such trade or fictitious names as the Managers may determine.

II. **OFFICES; REGISTERED AGENT**

SECTION 1. The principal office of the Company is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The Company may have other offices, inside or outside the state of Wisconsin, as the Managers may designate.

SECTION 2. The registered office of the Company in the state of Wisconsin is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The registered agent of the Company for service of process at that address is Suzanne Grundahl.

IV. **MEMBERS**

SECTION 1. The name of the initial Members, their capital contributions, and percentage interest are as follows:

Daniel N. Holland		50%
Suzanne Grundahl		25%
Kirk Grundahl		25%

SECTION 2. Additional Members may be admitted upon the consent of all Members.

Appendix B

I'll do my best to provide clarity with respect to known facts pursuant to all past communication, your current email, and all future communication regarding this subject in as concise a list as possible:

1. It can be stipulated that all intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named Inspired Pursuits, LLC (IP-LLC).
    a. It can be stipulated that the facts known by Qualtim, Inc. (Qualtim), Center for Building Innovation, LLC (CBI) and DrJ Engineering, LLC (DrJ) with respect to IP, TS, and copyrights of all organizations involved are and will be congruent and consistent with the knowledge of the ownership of Dan Holland's company, IP-LLC.
2. It can be stipulated that all testing performed by CBI, which was utilized to create intellectual property (IP), trade secrets (TS), and copyrights related to the creation of Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.
3. It can be stipulated that all test data calibrations of math, all engineering performed by DrJ, and all related DrJ intellectual property (IP), trade secrets (TS), and copyrights that were utilized to create Paragon's math, data processing, and software are owned and managed by Dan Holland's company named IP-LLC.
4. It can be stipulated that DrJ owns all of its IP, TS and the copyrights for all its professional engineering work that have utilized and will continue to use Paragon's math and data processing functions.
    a. Please review Appendix A.
    b. Paragon does not have any rights with respect to DrJ's structural building components engineering-related work as defined by the copyright depicted in the Appendix A Truss Design Drawing.
5. It can be stipulated that DrJ is the exclusive professional engineering company providing engineering services on behalf of Dan Holland's company named IP-LLC and Dan Holland's company named Clearspan Components, Inc. (CCI).
6. It can be stipulated that all IP, TS, and any related copyrights used by CCI and Paragon for the structural building component industry's manufacturing processes are owned and managed by Dan Holland's company named IP-LLC.
    a. It can be stipulated that CCI is defined as a Truss Manufacturer.
7. It can be stipulated that Paragon is not an engineering company.
    a. As such, it is imperative that Paragon and its affiliates stop violating professional engineering laws.
8. It can be stipulated that the law requires truth in advertising, and since Paragon is not an engineering company, selling engineering solutions is contrary to the law.

Appendix C

Given all the facts provided above, here are two possible paths forward, one healing ~~and one destructive:~~

Path #1

1. Restore the mission of creating the unique IP and TS, which is wholly owned by IP-LLC. This IP and TS was intended to accrue to the exclusive benefit of the sales of CCI's truss, wall panel, and component manufacturing business and DrJ's engineering business through Paragon's math and data processing skill set.
2. Restore the CCI-DrJ-Paragon team so that it realizes Dan and Kirk's passion for creating value by being the only independent engineered components business that can provide the most cost effective products through its unique IP and TS driven services. Exclusive IP and TS make generating profit to support business and staff growth easy.
3. Given the unilateral decision that resulted in the "John Holland-M&M" letter, and as a good faith team restoration action, by 5 pm CDT on May 29, Paragon shall:
    a. Restore all of DrJ's access to everything that Paragon has prevented DrJ from accessing, including but not limited to ~~all Paragon software functionality,~~ the Paragon Slack channel, action taken per the following emails, etc.

Matt Van Stelle <mattv@paragontruss.com> 0 Thu 5/23

Changes to your Paragon account

If there are problems with how this message is displayed, click here to view it in a web browser.

The DrJ organization has been downgraded to a sealing-only tier. The features you are used to using in Review and Markup should be unchanged. Also, you can still perform repairs for Paragon customers by downloading a DXF file for each component, manually adjusting the Truss Design Drawing in your CAD software, and exporting it to a PDF before uploading it to Markup.

You have also been downgraded to the standard support tier, so please send your support questions to help@paragontruss.com going forward.

Thank you,

PARAGON
Matt Van Stelle
Product Manager
Paragon Component Systems, LLC

From: Scotty Hoelsema <scotth@paragontruss.com>
Date: Friday, May 24 2024 at 10:42 AM CDT
Subject: Timesheet App Endpoint Update
To: Jay Edgar <jedgar@qualtim.com>
Cc: Paragon Support <help@paragontruss.com>

Hi Jay,

We are updating the endpoint you use for the timekeeping app. See the updated documentation for the new URL. This also fixes a bug where the jobStatus query parameter did not work.

Right now, both routes are live. Let me know when you have been able to switch over to the new route and I will remove the old one. Thanks!

PARAGON
Scotty Hoelsema
Technical Lead
Paragon Component Systems, LLC

    b. Ensure that all Paragon work will be performed in a manner that is equal to or better than the work being performed prior to May 23rd.
        i. In other words, John's words or actions cannot have caused Qualtim to be viewed in a negative light, perceived or real.
        ii. Any negativity will harm Paragon, CCI and DrJ teamwork and seriously harm the ability of CCI, Qualtim, and IP-LLC to reach its full successful potential.
    c. Cease to discuss or say anything about the Paragon, CCI, and/or DrJ relationship, unless authorized to do so by IP-LLC.
    d. Solely focus Paragon's work on serving the best interest needs of CCI and DrJ.
        i. This, by IP and TS definition and unilateral actions taken, now needs under the exclusive direction of IP-LLC to ensure that best interests are served well.

   ii. This direction will be provided by IP-LLC in writing and/or through verbal communication as subsequently defined.

e. Take all actions necessary to protect and advance the best interests of IP-LLC, CCI, and Qualtim.
f. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication he has had with Paragon staff regarding the relationship with DrJ and/or Qualtim.
   i. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will take all action needed to serve the best interests of IP-LLC, DrJ, and Qualtim.
g. John will inform, in writing and/or verbally in a voice message or video, all the details with respect to any communication and/or agreements he has had with any other people (i.e., including but not limited to at the Virginia Tech short course, SBCA members, SBCA employees, etc.) regarding:
   i. The relationship between Paragon and DrJ,
   ii. Any business relationship with Paragon, in any form or manner, which has the potential to harm Qualtim, IP-LLC, and CCI.
      1. Based upon obtaining a full and complete set of written, verbal, and recorded information, IP-LLC will determine the strategic and tactical consequences of these communications and determine a path forward that is in IP-LLC, Qualtim and CCI's best interest.
h. The Truss Pal website content shall be preserved and a website address will be created to redirect folks to a new website that will be constructed under the direction of IP-LLC.

4. By 5 pm CDT on May 30, John and Paragon staff shall define, in writing and/or verbally in a voice message or video, how Paragon will deliver all IP-LLC IP and TS to IP-LLC in a manner that maintains its full and complete functionality as well as allows IP-LLC to evaluate, modify, and improve software in any manner of its own choosing. This includes but is not limited to:
   a. All math.
   b. All software executable code in unprotected form.
   c. All software design documentation.
   d. All work and documentation related to Paragon's utilization of DrJ engineering expertise.
   e. Any related IP and TS information and data that supports the creation of innovative truss design and truss manufacturing math and software.
   f. If any action is taken by John to not provide all Paragon work that maintains both current functionality and is fully supportive of future functionality and/or has the effect of causing harm with respect to future success of CCI, Qualtim, IP-LLC, and any IP/TS, John Holland will own all related liability.
5. If any part of items 3 or 4 above are not possible to do by May 29 and May 30, John shall so state in precise language why and provide a step-by-step plan of action to implement Path #1 and to protect the best interests of IP-LLC, Qualtim and CCI. This plan shall be communicated to Jill Zimmerman at ops@qualtim.com and Keith Hershey at khershey@qualtim.com

Appendix D

Actions to be taken by an Officer of the Court

As you know, in a manner similar to professional engineers, attorneys have legal and ethical obligations. Therefore, given our past professional requests, which have been completely ignored by your client, sincere consideration and action as appropriate should take place with respect to the following items:

1. Ensure your client understands and communicates to each Paragon staff member that Paragon is not an engineering company.
   a. In addition, each Paragon staff member shall understand and shall take all future action in conformance with all professional engineering laws.
2. If your client needs professional engineering assistance, your client or any of their staff need to contact IP-LLC to gain professional management direction as it relates to anything engineering-oriented, including but not limited to; professional engineering, truss design, Truss Design Drawings, Truss Placement Diagrams, truss design engineering, etc.
3. Ensure your client and each Paragon staff member fully understands the following words and concepts:
   a. Any person or business shall not:

i. Practice engineering unless the person or business is licensed.

ii. Use any drawings, specifications, plans, reports, documents, or software designs that were not under a professional engineer's responsible supervision, direction, or control.

iii. Advertise engineering related goods or services in a manner that is fraudulent, false, deceptive, or misleading in form or content as it relates to any type of engineering.

iv. Aid or abet the unlawful practice of engineering by any person or firm.

v. Use facts, data, or information without consent of the owner of the intellectual property except as authorized or required by law.

vi. Disclose confidential information concerning the business affairs or technical processes of any present or former client, employer, or business with whom they have a relationship.

b. Engineers having knowledge of any alleged violation of this Code shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required.

c. As mentioned, DrJ Engineering, LLC (DrJ) has brought all pertinent information to the attention of your client.

i. No action, that I am aware of, has been taken to ensure your client and/or Paragon staff are not acting in violation of engineering laws.

4. The same considerations and action requests can be made so that the Federal Trade Commission truth in advertising laws are not violated.

Since time is likely of the essence and this should not be a difficult activity, I presume that this can be accomplished by the Tuesday June 4, 2024 at 12:00 pm CDT. Once completed, please provide back to me, in writing, each of the specific actions your client has taken to ensure each Paragon staff member has been informed of this, and Paragon has a written agreement between each staff member and your client (i.e., email, Slack message, etc.) that they have read, understand and will fully comply.

Appendix E

The engineering topic is important to resolve quickly based upon the damage that has been and will continue to be done to confidential strategy and tactics.

As a professional engineer who owns and manages an appropriately organized and licensed engineering company, I will address the blue font item above as follows:

1. As stipulated previously, I know that Paragon/Truss Pal is not a licensed engineering business.
2. A couple of engineering questions that everyone needs to keep before us include, but also may not be limited to:
   a. Does Paragon/Truss Pal employ a professional engineer that is licensed in every state that it has:
      i. Provided public engineering-related advertising to?
      ii. Provided public engineering-related articles to?
      iii. Provided public engineering-related education to?
      iv. Implied, indirectly or directly, that it can transact engineering-related business?
   b. Can Paragon/Truss Pal demonstrate that it has the proper business of engineering licenses in every location that has seen any of its advertising and website?
   c. Has Paragon/Truss Pal clearly disclosed in all of its advertising and website, which exists in a universally public forum, that it is not an engineering company and cannot legally perform any engineering-related services?
3. Similar to an attorney being investigated by the "State Bar," if Paragon/Truss Pal were investigated by any of the professional engineering boards of each jurisdiction that has access to their website, ignorance of engineering law will not be a viable defense.
   a. To review and understand engineering regulations, here are two website locations to visit:
      i. https://www.nspe.org/resources/licensure/licensing-boards
      ii. https://ncees.org/about/member-licensing-board-directory/
   b. Engineering law for each state can be found easily.

   i. If your client has not undertaken the needed engineering law evaluation so that all actions your client has taken are assured to be in compliance with all engineering regulations, then there is a good amount of detailed investigation and analysis work yet to be performed by your client.

4. If this is not addressed, based on the concerns expressed previously and above, I have a professional engineering obligation to ask each professional engineering board to investigate Paragon/Truss Pal to determine if there are violations.
   a. "Engineers having knowledge of any alleged violation of engineering regulations shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required."
5. Finally, Seth Duncan purports to have structural engineering expertise, as he provides "wood truss design and analysis information," and structural engineering counsel for a publication specifically read by structural engineers called STRUCTURE magazine. Please review Exhibit 1. If he does not have structural engineering expertise, this likely should be fully disclosed to the magazine editors so that they and Paragon/Truss Pal can undertake the necessary "duty to inform" the structural engineering community of any needed updates to the article and all truth in advertising disclosures.
   a. Please also let me know when that has been done as, again, professional engineering obligations have to always be taken very seriously.

Appendix F

I just, in the last 2-days, learned of recent actions, taken unilaterally by your client, which resulted in Exhibit D. I suspect that Dan Holland, as an owner of IP-LLC, Clearspan Components, Inc. (CCI) and Paragon, did NOT give his approval for Paragon to take this unilateral action, given:

1. The confidential nature of the intellectual property (IP) and trade secrets (TS) involved.
2. That the goal of all IP-LLC IP and TS is to be used to create a competitive advantage for CCI, over all CCI competitors.
3. That SBCA is made up of competitors to CCI, where this action promotes and is intended to provide IP-LLC IP and TS to CCI's direct competitors.
   a. As one of the managers with key IP-LLC strategic knowledge, this action came as a complete surprise to me, where tradition says there would be no surprises.
   b. Dan was in charge of and responsible for approving and directing all work by Paragon in concert with the current vison, mission and tactics of IP-LLC, which we discussed at least weekly, and often several times per week.
   c. As a manager of IP-LLC, I am completely unaware of any action your client took to have this unilateral action approved by Dan or IP-LLC.
4. That this highly public disclosure of IP-LLC's IP and TS does great harm to key CCI business tools that create competitive exclusivity, which will lead to greater CCI profits.
   a. Ironically, this directly harms Dan's family's best interests, as well.

Immediate retraction by Paragon from this competition is essential.

Furthermore, any Paragon interactions with SBCA, Virginia Tech, NCSEA and any other public forums, similar to these, should be immediately curtailed, particularly given your client's lack of understanding of the strategies that were and are being deployed to foster CCI, DrJ and IP-LLC sales success.